

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
U-2 FY24-29 BASIC IDIQ
FA8528-23-R-0003 (Solicitation Number)

Generated using Lockheed Martin CorpDocs 2023 Version

29 June 2023 (Original)

17 July 2023 – Revision 01

30 May 2024 - Revision 02

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

RESERVED

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

RESERVED

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.203-16 Preventing Personal Conflicts of Interest. (Jun 2020) (Applicable to subcontracts that exceed \$250,000, and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual). Not applicable to Commercial Items as defined in FAR Part 2.101.)

FAR 52.204-27 Prohibition on a ByteDance Covered Application. (Jun 2023)

FAR 52.224-1 Privacy Act Notification. (Apr 1984) (Applicable to any subcontract where the subcontractor will be required to design, develop, or operate a system of records on individuals required to accomplish an agency function.)

FAR 52.224-2 Privacy Act. (Apr 1984) (Applies if this contract is for the design, development, or operation of such a system of records.)

FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act). (Jul 2014) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas. (Apr 1984) (Applicable to all subcontracts to which the Defense Base Act would apply but for the waiver.)

FAR 52.232-17 Interest. (May 2014) (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations. (Jun 2013) (Applicable to subcontracts where software or services will be retransferred to the Government.)

FAR 52.243-2 Alternate II - Changes-Cost-Reimbursement. (APR 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.245-9 Use and Charges. (Apr 2012) (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-8 Inspection of Research and Development Cost-Reimbursement. (May 2001) ("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors. (Jan 2023) (Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.211-7007 Reporting of Government-Furnished Property. (May 2022) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.215-7010 ALT I Alternate I Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Jan 2023) (This clause applies in lieu of FAR 52.215-20. Contracting Officer means "Lockheed Martin." Paragraph (b)(ii)(E) is deleted.)

DFARS 252.216-7009 Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding. (DEC 2022) (Applicable to any subcontract where FAR 52.216-7 Allowable Cost and Payment applies. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.217-7026 Identification of Sources of Supply. (Jan 2023) (Applies to subcontracts where the subcontractor will be furnishing items acquired by lower tier subcontractors without added value. Not applicable to Commercial Items as defined in FAR 2.101. The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (Dec 2022) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (Sep 2014) (Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (Oct 2015) (Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.)

DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime. (MAY 2022)

DFARS 252.225-7057 Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. (Aug 2022)

DFARS 252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. (JAN 2023)

DFARS 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. (JUN 2023)

DFARS 252.225-7967 (Deviation 2024-O0006) Prohibition Regarding Russian Fossil Fuel Business Operations (FEB 2024)

DFARS 252.225-7972 (DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (May 2020)

DFARS 252.225-7993 Prohibition on Contracting with the Enemy (Deviation 2020-O0022) (Aug 2020) (Applicable to all subcontracts in excess of \$50,000. The introductory text of paragraph (b) is changed to read "Lockheed Martin, upon a finding by the Head of the Contracting Activity (HCA), has the authority to--")

DFARS 252.225-7995 (DEVIATION 2017-O0004) Contractor Personnel Performing in the United States Central Command Area of Responsibility. (Sep 2017) (Applicable to all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.)

DFARS 252.228-7001 Ground and Flight Risk. (Mar 2023) (In paragraph (a)(1) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." The provisions of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. Subparagraph (f) is not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (Jan 2023) (Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.237-7023 Continuation of Essential Contractor Services. (Oct 2010) (Applicable to all subcontracts for mission essential services. "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification. (Jan 2008) (Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.)

DFARS 252.243-7002 Requests for Equitable Adjustment. (Dec 2022) (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7999 (DEVIATION 2020-O0021) Section 3610 Reimbursement. (Aug 2020) (Applicable to any subcontract modification that involves the reimbursement of paid leave under section 3610 of the CARES Act to affected subcontractors.)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property. (Apr 2012) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.246-7001 Warranty of Data. (Mar 2014) (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.")

AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (NOV 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.223-9001 Health and Safety on Government Installations (NOV 2012) (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.242-9000 Contractor Access to Air Force Installations (NOV 2012) (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.242-9001 Common Access Cards (CAC) for Contractor Personnel (NOV 2012) (Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin. Not applicable to Commercial Items as defined in FAR 2.101.)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISION

RESERVED

Revision 2, dated 22 May 2024. The following clauses have been added:

FAR 52.204-27 Prohibition on a ByteDance Covered Application. (Jun 2023)

FAR 52.243-2 Alternate II - Changes-Cost-Reimbursement. (APR 1984)

DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)

DFARS 252.216-7009 Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding. (DEC 2022)

DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime. (MAY 2022)

DFARS 252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. (JAN 2023)

DFARS 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. (JUN 2023)

DFARS 252.225-7967 (Deviation 2024-O0006) Prohibition Regarding Russian Fossil Fuel Business Operations (FEB 2024)